

## **EXHIBIT C**

13 **15.3. Protection.**

14 (a) Without the prior written consent of Tenant, which consent may be  
 15 withheld in the absolute and sole discretion of Tenant, no tenant or occupant of the Shopping Center  
 16 (other than Tenant) may use, and Landlord shall not permit any other tenant or occupant of the  
 17 Shopping Center to use in excess of Fifteen Thousand (15,000) square feet of Leasable Floor Area of  
 18 its premises for the Off Price Sale (as hereinafter defined) of apparel and/or soft goods. For purposes  
 19 of this Section 15.3(a), "Off-Price Sale" shall mean the retail sale or display of apparel and/or soft  
 20 goods on an every day basis at prices reduced from those charged by full price retailers, such as full  
 21 price department stores (i.e. J.C. Penney, Kohls); provided, however, this definition shall not prohibit  
 22 sales events by a retailer at a price discounted from that retailer's every day price. (As of the Effective  
 23 Date, examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshall's, Nordstrom  
 24 Rack, Factory 2U, Burlington Coat, Steinmart, and Filene's Basement.) Notwithstanding any provision  
 25 herein to the contrary, the restrictions under this Section 15.3 shall also not apply to any existing tenant  
 26 or occupant in the Shopping Center under any lease existing as of the Effective Date of this Lease (or  
 27 the assignee or sublessee of such tenant or occupant, to the extent, but only to the extent, Landlord's  
 28 consent or approval of any assignee or sublessee or the Off-Price Sale use by any such assignee or  
 29 sublessee cannot be withheld by Landlord or the terms of such tenant's lease require Landlord to give  
 30 consent to any such use, assignment or sublease).

31 (b) If the provisions contained in Section 15.3(a) above are violated  
 32 ("Protection Violation"), commencing on the first day of the Protection Violation and continuing  
 33 throughout the period of the Protection Violation, Tenant, in addition to all other remedies available at  
 34 law or in equity, including injunctive relief, shall have the ongoing right, exercisable by written notice to  
 35 Landlord, either to terminate this Lease or to pay Substitute Rent within fifteen (15) days after the close  
 36 of each calendar month. The parties agree that the monetary damages to be suffered by Tenant as a  
 37 result of a breach by Landlord (or Landlord's tenant(s)) of the provisions of this Section 15.3(b) are  
 38 difficult to ascertain and that the payment of Substitute Rent, after negotiation, constitutes the best  
 39 estimate by the parties of the amount of such damage. If Tenant elects to terminate this Lease as  
 40 provided in this Section 15.3(b), this Lease shall terminate on a date indicated by Tenant in its notice of

Overlook Village  
 Asheville, NC  
 Store 768  
 ARK0024.7

## 2. DEFINITIONS OF GENERAL APPLICATION

8        Substitute Rent. Substitute Rent shall mean payment of Reimbursements, plus the lesser of  
9        (a) Minimum Rent, or (b) two percent (2%) of Tenant's Gross Sales during the preceding month.